

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

SNAP! MOBILE, INC., a Delaware  
corporation,

Plaintiff,

v.

JAMES DYLAN MILLER, an individual,

Defendant.

Case No. C24-1569RSM

ORDER GRANTING PLAINTIFF'S  
MOTION FOR REMAND

This matter comes before the Court on Plaintiff Snap! Mobile, Inc. ("Snap")'s Motion for Remand. Dkt. #7.

Defendant James Miller is a former Snap employee who now works for a competitor. Snap alleges Mr. Miller used its confidential information to solicit its customers, in violation of confidentiality and non-solicitation agreements. *See* Dkt. #1-1. Snap filed suit against Mr. Miller in King County Superior Court, alleging breach of contract. *Id.* The Complaint does not include allegations as to the amount in controversy.

Mr. Miller removed to this Court on September 30, 2024. Dkt. #1. Snap now moves for remand, attacking the Notice of Removal's amount in controversy statements as conclusory. Dkt. #7 at 2.

1 In Response, Mr. Miller argues there is complete diversity of citizenship between  
2 Plaintiff and Defendant and that “it is clear from Plaintiff’s Complaint and past cases that the  
3 amount in controversy is more likely than not in excess of \$75,000.” Dkt. #12 at 1. Mr. Miller  
4 submits “summary judgment-type evidence” to show that the amount in controversy exceeds  
5 \$75,000, urging the Court to find that such has been demonstrated by a preponderance of the  
6 evidence. *See id.* at 4. Mr. Miller cites to an earlier case Snap brought against another  
7 employee, Daniel Chinaea, where it obtained a judgment for \$374,088.72, including  
8 \$252,083.25 in attorneys’ fees. *Id.* at 5–6. This Chinaea judgment result is included in Snap’s  
9 demand letter to Mr. Miller, essentially as a threat of the significant financial pain facing Mr.  
10 Miller if he does not cease and desist. *See id.* at 6.

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13 On Reply, Snap argues that the Chinaea result is “inapposite” for three reasons:

14 First, the claims against Chinaea were based on his Employment  
15 Agreement with Snap, which included a fee-shifting provision that  
16 allowed the prevailing party to obtain fees. Snap’s claim in this  
17 case, by contrast, is based on Defendant’s agreement to Snap’s  
18 Stock Plan, which does not contain a prevailing party fee-shifting  
19 clause. Second, the Chinaea default judgment was entered as a  
20 result of the Defendant’s repeated, willful violations of multiple  
21 court orders, which required numerous motions that increased the  
22 attorneys’ fees Snap expended in that case. Third, and relatedly,  
23 the lost profits Snap recovered in Chinaea were undisputed because  
24 of the procedural context, and were only accounted for following  
25 roughly 18 months of litigation and discovery into Chinaea’s  
26 misconduct – at the outset of the case there was no way for any  
27 party to know what the damages would be for Chinaea’s contractual  
28 violations (which is the case here).

Dkt. #17 at 4. Snap cites to three other cases against former employees where it has sought  
only equitable relief and did not receive monetary damages. *See id.* at 4–5. Snap cites to four  
other cases against employees where it obtained less than \$75,000. *Id.* at 5.

1 When a case is filed in state court, removal is typically proper if the complaint raises a  
2 federal question or where there is diversity of citizenship between the parties and the amount in  
3 controversy exceeds \$75,000. 28 U.S.C. §§ 1331, 1332(a). Typically it is presumed ““that a  
4 cause lies outside [the] limited jurisdiction [of the federal courts] and the burden of establishing  
5 the contrary rests upon the party asserting jurisdiction.”” *Hunter v. Philip Morris USA*, 582  
6 F.3d 1039, 1042 (9th Cir. 2009). Courts “strictly construe the removal statute against removal  
7 jurisdiction.” *Gaus v. Miles, Inc.*, 980 F.2d 564, 566 (9th Cir. 1992). “The ‘strong  
8 presumption’ against removal jurisdiction means that the defendant always has the burden of  
9 establishing that removal is proper.” *Id.* (quoting *St. Paul Mercury Indem. Co. v. Red Cab Co.*,  
10 303 U.S. 283, 288-290, 58 S. Ct. 586, 82 L. Ed. 845 (1938)).  
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13 After reviewing the Complaint, briefing, and the remainder of the record, the Court  
14 agrees with Snap that remand is proper. Although it is reasonable for the Court to look at the  
15 China judgment to inform the amount in controversy, ultimately it is inconclusive for the  
16 reasons cited by Snap: China breached a different contract with different substantive and  
17 procedural circumstances, including unusual circumstances giving rise to high attorney fees.  
18 Snap has adequately demonstrated, with multiple examples, that it can bring a case such as this  
19 and obtain less than \$75,000. Snap’s request for a preliminary injunction here does not inform  
20 the amount in controversy. Mr. Miller has failed to establish the \$75,000 threshold for  
21 diversity jurisdiction, as is his burden. Accordingly, remand is warranted.  
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24 Having reviewed the relevant pleadings, the declarations and exhibits attached thereto,  
25 and the remainder of the record, the Court hereby finds and ORDERS that:

- 26 1. Plaintiff’s Motion for Remand (Dkt. #7) is GRANTED.
- 27 2. All pending Motions are TERMINATED as moot.
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1 3. This case is hereby REMANDED to the Superior Court of Washington State in and for  
2 the County of King.

3 4. This case is CLOSED.

4 DATED this 4<sup>th</sup> day of November, 2024.

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7 RICARDO S. MARTINEZ  
8 UNITED STATES DISTRICT JUDGE  
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